

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA  
CENTRAL DIVISION**

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|---|---|------------------|
| WELLS FARGO FINANCIAL LEASING,<br>INC., | ) |                  |
|   | ) | Case No. _____   |
|   | ) |                  |
| Plaintiff,                              | ) |                  |
|   | ) |                  |
| vs.                                     | ) |                  |
|   | ) |                  |
| ORLANDO MAGIC, LTD.                     | ) | <b>COMPLAINT</b> |
|   | ) |                  |
| Defendant.                              | ) |                  |

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Plaintiff, Wells Fargo Financial Leasing, Inc. (“Wells Fargo”) files this Complaint for breach of contract against Orlando Magic, Ltd. (the “Magic”), and in support states and alleges the following:

**I.  
PARTIES**

1. Wells Fargo is an Iowa corporation with its principal place of business located in Des Moines, Iowa. Wells Fargo’s mailing address is 400 Locust Street; Des Moines, Iowa 50309.

2. The Magic is a Florida limited partnership with its principal place of business located in Orlando, Florida. The Magic’s mailing address is 8701 Maitland Summit Blvd.; Orlando, Florida 32810. The Magic’s registered agent for service of process is CT Corporation System; 1200 S. Pine Island Road; Plantation, Florida 33324.

3. The Magic's sole and general partner is RDV Sports, Inc. ("RDV"), which is a Michigan corporation with a principal place of business in Michigan. RDV's mailing address is 126 Ottawa N.W.; Suite 500; Grand Rapids, Michigan.

## II. SUBJECT MATTER JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), because there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. Venue is proper in the United States District Court for the Southern District of Iowa pursuant to the Lease entered into between Wells Fargo and the Magic on September 25, 2003 (the "Lease"). *See Exhibit A, a true and correct copy of the Lease.* The Lease states that the "parties agree that this agreement shall be treated as though executed and performed in Polk County, Iowa and any legal actions relating to this Agreement must be instituted in the courts of Polk County, Iowa or the United States District Court for the Southern District of Iowa, which shall have exclusive jurisdiction."

## III. FACTUAL BACKGROUND

6. On September 25, 2003, Wells Fargo and the Magic entered into the Lease whereby the Magic leased technological office equipment from Wells Fargo, including sophisticated production and copying equipment used by the Magic to produce brochures and promotional items.

7. The Lease specified that the Magic would pay Wells Fargo \$25,175 every month for 60 months in exchange for Wells Fargo leasing to it the copying equipment. *See Exhibit A.*

8. Pursuant to the Lease, the Magic made its monthly payments to Wells Fargo from October 2003 through August 2005, but thereafter failed to make monthly payments due under the Lease.

9. As such, the Magic is in default under the Lease, and the Magic is required to pay all remaining payments due under the Lease, plus any residual value placed on the equipment, together with all other charges applicable under the terms of the Lease.

#### **IV. CAUSE OF ACTION**

10. Wells Fargo realleges and reincorporates by reference the allegations in Paragraphs 1-12 as though fully set forth herein.

11. The Lease was in full force and effect at all times material to this Complaint.

12. Wells Fargo in good faith performed all its obligations under the Lease.

13. The Magic's default under the Lease constitutes a breach of contract, entitling Wells Fargo to damages not less than the remaining \$1,061,152.21 owed to it under the Lease, together with all other charges applicable under the Lease, including Wells Fargo's reasonable attorneys' fees.

WHEREFORE, Wells Fargo respectfully requests that this Court enter judgment against the Magic and in favor of Wells Fargo for damages in the amount of \$1,061,152.21, together with any other charges applicable under the Lease; interest on such damages to the

full extent permitted by applicable law; the costs incurred in bringing this action, including reasonable attorneys' fees; and such other relief as the Court may deem just and proper.

Dated: October 6, 2005

**FAEGRE & BENSON LLP**

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